

- iv) Any active, suspected, confirmed or subclinical case of respiratory disease as evidenced by dyspnea, abdominal breathing, mouth breathing, decreased exercise tolerance, cyanosis of the extremities or coughing.
- v) Unthrifty, long-haired, older, 'poor doing' pigs in excess of 21 days of age as evidenced by ear tattoo.
- vi) Observable signs of stiffness, lameness or other locomotor disorders evidenced by swelling or malformed several joints.
- vii) Freshly cut or unhealed wounds or rectal prolapse.
- viii) Observable mange or lice.
- ix) Produced once there is an outbreak of pseudorabies at the facility (except as otherwise provided in Paragraph 4 of this Agreement).
- x) Any active, suspected, confirmed or subclinical case of Actinobacillus pleuropneumonia (haemophilus), Serpulina hyodysenterae (swine dysentery), Salmonella choleraesuis, or Transmissible Gastroenteritis (TGE) at the facility.

8. NO WARRANTIES BY EXCEPT AS SPECIFICALLY SET FORTH
IN THIS AGREEMENT MAKES NO WARRANTIES, EXPRESS OR
 IMPLIED, UNDER THIS AGREEMENT TO PRODUCER, INCLUDING ANY
 WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A
 PARTICULAR PURPOSE.

9. INDEMNIFICATION. Producer agrees to indemnify and hold harmless
 from and against any and all losses, claims and judgments arising out of, based on,
 or resulting from the Producer's breach of this Agreement, including but not
 limited to claims from third parties.

10. PAYMENT OF PURCHASE PRICE. The purchase price for the pigs as set forth
 in this contract shall be paid 2 business days after the date of regrading. Payment is
 deemed to be made on the date of mailing as determined by the postmark.

11. WEIGHING. A pig shall be weighed on certified scales and the cost for such
 weighing shall be Producer's.

12. FORCE MAJEURE. Should the performance of this agreement by either party be
 prevented or delayed by act of God, or civil insurrection, fire, flood, storm, strikes,
 lockouts, total or partial failure of transportation or delivery facility, interruption of
 power, or by any law, regulation or order of any federal, state, county or municipal
 authority, or by any other cause beyond the control of such party, such parties'
 performance to the extent it is so prevented or delayed shall be excused, except as
 provided hereafter. Provided, however, should Producer's performance be
 prevented or delayed by any such cause, Producer may during such period accept
 such portion of the pigs as it deems, in its sole judgment, it can economically
 process. Any of the pigs not accepted by Producer because of the provisions of